

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER		PAGE 1 OF 13	
2. CONTRACT NO. <b>DAAB15-99-A-1002</b>		3. AWARD/EFFECTIVE DATE 05/27/99		4. ORDER NUMBER		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME		b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE/ LOCAL TIME:	
9. ISSUED BY CODE W73QLH  <b>USA CECOM ACQUISITION CTR – WASHINGTON 2461 EISENHOWER AVENUE (AMSEL-AC-WB-B) ALEXANDRIA, VA 22331-0700</b>  <b>Patricia Davis Voice: 703-325-1713 Fax: 703-325-4995</b>				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: _____% FOR  <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISAV. BUS.  <input type="checkbox"/> S(A)  SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
						12. DISCOUNT TERMS Net 30	
				13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  13b. RATING D3		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO: CODE				16. ADMINISTERED BY CODE			
<b>Address provided on each order placed against this BPA.</b>				<b>See block 9.</b>			
17a. CONTRACTOR/ OFFEROR CODE 7V348 FACILITY CODE				18a. PAYMENT WILL BE MADE BY CODE			
<b>Oracle Corporation 1910 Oracle Way Reston, Va 20190 Fax: 703-318-6342</b>				<b>To be specified in individual delivery orders.</b>			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		<b>See Attached Pages</b> <small>(Attach Additional Sheets as Necessary)</small>					
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT <i>(For Govt. Use Only)</i>	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR IS ATTACHED, ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITION-AL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE _____ OFFER <input type="checkbox"/> DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER <b>Peggy A. Melanson, Contracting Officer</b>		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN  <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER		34. VOUCHER NUMBER	
				<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. AMOUNT VERIFIED CORRECT FOR	
				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
				42a. RECEIVED BY <i>(Print)</i>		40. PAID BY	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT							
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42b. RECEIVED AT <i>(Location)</i>			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS, Office of Federal Acquisition Policy, GSA, Washington, DC 20405.

OMB No.: 9000-0136  
Expires: 09/30/98

STANDARD FORM 1449 (10-95) BACK

**BLANKET PURCHASE AGREEMENT**

The U.S. Army Communications-Electronics Command Acquisition Center-Washington (CECOM AC-W) has entered into a Blanket Purchase Agreement (BPA) on behalf of the Product Manager for Small Computer Program (PM-SCP) with Oracle Corporation to provide the Department of Defense (DoD) database software licenses, software maintenance support, training and consulting services in support of the Department of Defense's mission. This agreement is under the terms and conditions of the Oracle Corporation GSA Federal Supply Schedule Contract GS-35F-0108J (hereafter referred to as "GSA Contract") and the following BPA terms and conditions:

**1. Products Available Under this BPA**

The Software Products, Software Maintenance (Bronze and Silver Support), Training and Consulting Services listed in Exhibit A comprise the most frequently ordered Oracle Corporation products being purchased as of the date of this BPA and is provided at the specific request of the Government. The GSA Contract CLIN price for each product is provided at Exhibits A-1 through A-6. The price discounts under this BPA are provided at Exhibits B-1 through B-3 and discussed at Paragraph 3, below.

Items included on the GSA Contract and not listed specifically in Exhibit A may be purchased at rates negotiated by the Ordering Office and Oracle under CLIN 1001 entitled "Other Direct Costs - GSA Schedule". Incidentals not included on the GSA Contract may be purchased at rates negotiated by the Ordering Office and Oracle Corporation under CLIN 1002 entitled "Other Direct Costs-Open Market". The total value of the "Other-Open Market" CLIN may not exceed 20% of the total dollar value of the order. Both CLINs 1001 and 1002 are subject to the terms and conditions of this BPA and the GSA Contract.

Software licenses and network licenses purchased under this BPA shall include perpetual software licenses. The perpetual software license agreement is defined in Section III of the GSA Contract.

**2. Pricing.**

The unit prices and rates for this BPA will be based on the GSA Contract pricing currently in effect at the time the order is placed.

### **3. Discount Structure**

#### **A. Software or Network Licenses and First Year Software Maintenance Services.**

The single order software or network license dollar amount will be used to determine the applicable percentage discount. See Exhibit B-1 titled "Oracle Software or Network Licenses and First Year Software Maintenance" for Order Levels and related discounts. Software or network license and first year software maintenance (if ordered at the same time with the associated software license) will receive the same percentage discount level. Software support fees included with a software or network license order and any applicable credits will not be included in the determination of the software license discount.

#### **B. Software Maintenance Services Renewals.**

The percentage discount to be applied to Software Maintenance Renewal orders will be based on the total Single Order Amount as shown in Exhibit B-2 "Oracle Software Maintenance Renewals Only." These percentage discounts cannot be combined with multi-year pricing that is currently in effect with any ordering entity and/or separately negotiated as part of a Network License.

#### **C. Professional Services.**

The percentage discount to be applied to Professional Services, included within any order, will be based on the total Single Order Amount as shown in Exhibit B-3, "Oracle Professional Services. All professional services will be performed on a Time and Material basis.

### **4. Voluntary Price Reductions and Special Orders**

Oracle can voluntarily reduce prices and labor rates at any time by giving 24-hour advance notice (via FAX or E-mail) to the BPA Contracting Officer and the U.S. Army Small Computer Product Manager. In addition, Oracle may negotiate special discounts for specific orders. These special discounts shall be negotiated under CLIN 1003, Special Solutions.

### **5. Prevailing Terms and Conditions**

All orders placed against this BPA are subject to the terms and conditions of the GSA Contract. The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of the BPA and the GSA Contract, the provisions of the GSA Contract will take precedence.

## **6. Effective Date and Duration of BPA**

This BPA shall be effective from the date of BPA award through 30 November 2003. The BPA may be terminated by either party with ninety (90) days written notice.

## **7. Ordering Period**

The ordering period for all items under this BPA is the same as the duration of the BPA set forth in paragraph 6, above.

## **8. Obligation of Funds**

This BPA does not obligate any funds. The Government is obligated only to the extent of authorized purchases actually made through orders issued under this BPA.

## **9. Authorized BPA Users**

This BPA is entered into in order to support Department of Defense (DoD) components, including Reserve Components (Guard and Reserve), US Coast Guard when mobilized with, or attached to DoD, and Non Appropriated Funds Instrumentalities (NAFI). Also included are the Intelligence Communities, including all DoD Intel Information Systems (DoDIIS) member organizations and employees. The CIA and/or other non-DoD Intel groups are specifically excluded unless specifically assigned to working on DoD organization projects.

Contractors performing work for the Department of Defense may use this BPA if they provide Oracle Corporation with a bona fide "Right to Buy" letter of authorization from their cognizant Contracting Officer. The letter must be on appropriate Federal Government letterhead; it must authorize the contractor the use of this BPA; it must cite the specific contract under which work is being performed for the Federal Government; it must cite the inclusive dates during which the authorization is valid; and, it must be signed by the Contractor's cognizant Contracting Officer.

## **10. Delivery Tickets**

Unless otherwise agreed to, a standard commercial delivery ticket or a DD Form 250 must accompany all deliveries under this BPA. As a minimum, the delivery tickets or sales slips must contain the following information:

- (a) Name of Contractor,
- (b) Contract Number,
- (c) BPA Number,

- (d) Model Number,
- (e) Purchase Order Number,
- (f) Date of Purchase,
- (g) Quantity, unit price, and extension of each item, less applicable discounts (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

## **11. Delivery**

Deliveries shall be made to the locations specified in each order in accordance with the terms of the GSA Contract. See the Oracle GSA Contract Section III, item 2, for delivery specifications.

Shipments to APO addresses are prohibited unless specifically requested on the delivery order. Only the Army Product Manager Small Computer Program ("PM-SCP") can expedite orders.

## **12. Ordering.**

Orders will be placed against this BPA in accordance with the GSA Contract and the PM-SCP ordering instructions located at "<http://pmscp.monmouth.army.mil>". To identify orders purchased via this Agreement, the BPA number shall appear on each order. The order shall also include identification of the ordering activity, point of contact phone number and electronic mail address and items purchased.

For Professional Services orders, the following shall also be included:

- a. Description of Services
- b. Mutually Agreed Upon Statement of Work
- c. Period of Performance
- d. Place of Performance

Ordering under this BPA is decentralized. Currently, the media used for orders is hardcopy, and through the PM-SCP Marketplace. Each hardcopy order issued under this BPA shall be forwarded to PM, Small Computer Program (PM-SCP) Centralized Order Processing Office (COPO) for verification and validation. The PM, Small Computer Program (PM-SCP) Central Order Processing Office (COPO) address is as follows:

US Army CECOM Systems Management Center  
Product Manager, Small Computer Program  
Attn: AMSEL-DSA-SCP  
Building 283 (Squier Hall)  
Fort Monmouth, NJ 07703-5605

Voice: 1-888-232-4405 (toll-free)  
Facsimile Number: 732-532-5185.

The COPO will, then, forward the order to Oracle (1 copy), the Defense Contract Administration Office (1 copy) as specified on each order, and the DFAS Payment Office (1 copy) as specified on each order. The Oracle copy shall be forwarded to the following address:

Oracle Corporation  
Attn: Oracle PM  
1910 Oracle Way  
Reston, VA 20190

Phone: 703-478-9000  
Fax: 703-318-6342

The ordering office in accordance with their local procedures shall make the remaining distribution(s).

The contractor shall only accept "hardcopy" orders that have been processed through the PM-SCP COPO office.

Any request for a deviation from the terms of the BPA must be submitted in writing to the Contracting Officer at the following address:

US Army CECOM Acquisition Center-Washington  
Attn: AMSEL-AC-WB-B (Room 1126)  
2461 Eisenhower Ave  
Alexandria, VA 22331-0700

### **13. Free on Board.**

Domestic and overseas delivery of the supplies identified in Exhibit A shall be IAW FAR 52.247-34, "Free on Board (F.O.B.) Destination", and FAR 52.247-48, "F.O.B. Destination-Evidence of Shipment" which are incorporated by reference. The delivery destination shall be specified in each individual delivery order.

### **14. Fee for Service.**

This BPA is part of a fee for service return program required by PM-SCP. The current fee is 1% of total value of delivery or task order. This fee may vary during the life of the BPA and will be changed through bi-lateral modification of the BPA.

Currently, the Fee for Service is collected by PM-SCP via Form DD-448, Military Interdepartmental Purchase Request (MIPR) or other applicable fee transfer forms from the issuing Activity.

PM-SCP is currently seeking approval for an Army-approved FFS collection/reimbursement program. After implementation Oracle agrees to work with PM-SCP on determining the feasibility of Oracle to collect and reimburse PM-SCP the fee for service amount on a quarterly basis. At that time the fee will be activated in the CLIN/SLIN for fee for service by modification.

#### **15. Payment**

Payment shall be made for items accepted by the Government specified in each delivery order. Payment procedures are in accordance with the GSA Contract. The payment office shall be identified on each delivery order issued against the BPA. The Government will make payment in accordance with Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular, A-125, Prompt Payment. FAR 52.232-25, Prompt Payment (June 1998) applies. At the option of the Government payments under this BPA may be made by check, electronic funds transfer, or the automated clearinghouse.

#### **16. Invoices**

The requirements of a proper invoice are as specified in the GSA Contract. Invoices shall be submitted to the payment address specified on each delivery order issued against this BPA and shall be accompanied by a copy of the delivery ticket for that order.

#### **17. Fast Payment Procedure**

FAR 52.213-1, Fast Payment Procedure (Aug 1988), is hereby incorporated into this agreement.

#### **18. Reporting**

After BPA contract award, Oracle and PM-SCP shall jointly determine the format, content, and frequency of a contract activity report that would be submitted by Oracle. Generally, this report will note the purchase order activity, including dollar amounts, over a set period of time.

#### **19. Year 2000 Warranty**

The provisions of the "Year 2000 Warranty - Commercial Supply Items" clause of the Oracle GSA Contract shall apply.



## **20. PM-SCP Program Status Review ("PSR")**

Oracle will attend the PM-SCP PSR twice a year during the existence of this BPA.

## **21. Oracle Program Manager**

Oracle will have a Program Manager ("Oracle PM") assigned to manage this BPA. The Oracle PM will be the single point of contact for administering this BPA, to include order acceptance, order status, reporting (as identified in paragraph 11), and other BPA related issues.

## **22. DoD Emall-IT Corridor**

As the scope of the DoD Emall-IT Corridor becomes finalized, Oracle will work with the Government to participate in this Government electronic ordering program as is mutually agreeable.

## **23. PM-SCP Roles and Responsibilities**

As the central order administration point for this BPA, US Army CECOM will provide the following value-added roles and responsibilities:

- a. Provide initial check of order for correctness, work with DoD customers to eliminate errors, thus reducing Oracle internal order processing costs;
- b. Resolve funding and pricing issues prior to order submission;
- c. Pre-Process orders to reduce the administrative burden and cost;
- d. Assist contractor in resolving invoice questions;
- e. Provide marketing support via Army PSR conferences, promotion of the BPA at other DoD conferences, and placement of Oracle products on the DoD Electronic Mall web-site.

## **24. Limitation of Liability**

The provisions of the Limitation of Liability clause at page 44 of the Oracle GSA Contract shall apply.

**BEST VALUE  
BLANKET PURCHASE AGREEMENT  
FEDERAL SUPPLY SCHEDULE  
U.S. ARMY CECOM ACQUISITION CENTER**

In the spirit of the National Performance Review, the U.S. ARMY CECOM ACQUISITION CENTER and Oracle Corporation enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Service Administration (GSA) Federal Supply Schedule Contract number GS-35F-0108J ("GSA Schedule").

Federal Supply Schedule contract BPA's eliminate contracting and open market costs such as: search for sources, development of technical documents, solicitations, and evaluation of bids and offers.

This BPA will further decrease costs, reduce paperwork and save time by eliminating the need for repetitive, individual purchases from the GSA Schedule. The end result is to create a purchasing mechanism for the Department of Defense that works better and costs less.